



**DULUTH INTERNATIONAL AIRPORT**

Closer to everywhere.

**DULUTH INTERNATIONAL AIRPORT  
NEW PASSENGER TERMINAL  
BID PACKAGE 2B  
ADDENDUM NO. 2**

**PLEASE NOTE: A specific Bid Form Packet is required for the Prime Contractor's bid submission on this project.**

**Bidders must contact Kim Lofquist, Kraus-Anderson® Construction Company, at 218-727-8363 or [kim.lofquist@krausanderson.com](mailto:kim.lofquist@krausanderson.com) to obtain the required Bid Form Packet.**

DO NOT remove the Bid Forms from the Specifications.

Bids submitted on the incorrect Bid Form will not be considered.





**DULUTH INTERNATIONAL AIRPORT**

Closer to everywhere.

**DULUTH INTERNATIONAL AIRPORT  
NEW PASSENGER TERMINAL  
BID PACKAGE 2B**

FAA AIP No. - \_\_\_\_\_  
RS&H PROJ. No. - 214.1882.091  
CITY OF DULUTH BID No. – 11-4403

# **BID FORM PACKET**

1. All documents are to be completed.
2. Submit Packet in its entirety.
3. Submit in duplicate.

**- REQUIRED -**

**WRITE THE FOLLOWING ON THE OUTSIDE OF  
YOUR BID FORM PACKET ENVELOPE:**

**City of Duluth Bid No. 11-4403**

**Duluth International Airport New Passenger  
Terminal Bid Package 2B**

**Work Scope Number(s) ##.#B**



**REQUEST FOR BID****DATE** 8/23/2011**BID #** 11-4403

RETURN BY BID OPENING TIME TO:

PURCHASING DIVISION

100 CITY HALL

Duluth, MN 55802

Buyer: Dennis Sears

PHONE: 218-730-5340

FAX: 218-730-5921

**NEW PASSENGER TERMINAL BUILDING****BID PACKAGE 2B****BID OPENING AT 2:00 PM on TUESDAY, SEPTEMBER 20, 2011**

Note: all bids must be written, signed and transmitted in a sealed envelope, plainly marked with the bid number, subject matter and opening date. The City of Duluth reserves the right to split award where there is a substantial savings to the City, waive informalities and to reject any and all bids. Bidder should state in proposal if bid price is based on acceptance of total order. Sales tax shall be included in the unit price. Bidder to state freight charges if the proposal F.O.B. is shipping point, freight not allowed. Low bid will not be the only consideration for award of bid. All pages shall be signed or initialed by authorized bidder's representative as indicated at the bottom of the page(s) of the request for bid form.

RETURN BID IN DUPLICATE WITH DUPLICATE DESCRIPTIVE LITERATURE  
FOR BID RESULTS, ENCLOSE A SELF-ADDRESSED, STAMPED ENVELOPE WITH BID

**BID DEPOSIT REQUIREMENTS: 5% OF BID AMOUNT**

Deposit shall mean cash, cashier's check or corporate surety bond payable to or in favor of the City of Duluth.

A PERFORMANCE BOND AND A PAYMENT BOND shall be required of the successful bidder, BOTH in the full amount of the bid.

INSURANCE CERTIFICATE required per attached requirements.

Designated F.O.B. Point: Jobsite

Tax: Federal Excise Tax Exemption

Account No. 41-74-0056 K

Vendor Email Address: \_\_\_\_\_ FREIGHT CHARGE \$ N/A

NAME: \_\_\_\_\_ TOTAL BID PRICE # See attached.

ADDR1: \_\_\_\_\_ TO INCLUDE ANY ADDITIONAL PAGES.

ADDR2: \_\_\_\_\_

ADDR3: \_\_\_\_\_

BY: \_\_\_\_\_ PAYMENT TERMS \$ N/A

(Print) (Title) F.O.B. POINT Duluth Airport

(Signature) (Tele. #) DELIVERY DATE N/A

The City of Duluth is an Equal Opportunity Employer.

(Bidder may copy this form on his own letterhead)  
**SUBMIT IN DUPLICATE**

**BID FORM**

**BID TO:** Duluth Airport Authority;  
By the City Purchasing Agent  
Room 100 City Hall  
Duluth, MN 55802

**BID FROM:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In accordance with the Invitation to Bid and the proposed Contract Documents prepared by Reynolds, Smith and Hills, Inc., relating to the construction of:

Duluth International Airport  
New Passenger Terminal  
Bid Package 2B  
Duluth, Minnesota

the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the Work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials, equipment, applicable permits and taxes required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

**Base Bids:**

Instructions for Submitting Base Bids:

- For bidders wishing to submit bids on more than one Work Scope, space has been provided to submit bids for Multiple Work Scopes on the same Bid Form.
- State Base Bid in both words and figures in spaces provided.
- Bidders submitting bids for more than one Work Scope are invited to submit a combined bid for work included under all Work Scopes for which Bidder is submitting a bid.

1. Base Bid for Work Scope No. 6.21B Title Wall Systems & Casework

Bid Amount: \_\_\_\_\_ \$ \_\_\_\_\_

2. Base Bid for Work Scope No. 7.21B Title Joint Sealants  
Bid Amount: \_\_\_\_\_ \$ \_\_\_\_\_
3. Base Bid for Work Scope No. 8.21B Title Glass & Glazing  
Bid Amount: \_\_\_\_\_ \$ \_\_\_\_\_
4. Base Bid for Work Scope No. 9.21B Title Ceiling Systems  
Bid Amount: \_\_\_\_\_ \$ \_\_\_\_\_
5. Base Bid for Work Scope No. 9.22B Title Flooring & Tile  
Bid Amount: \_\_\_\_\_ \$ \_\_\_\_\_
6. Base Bid for Work Scope No. 9.23B Title Terrazzo  
Bid Amount: \_\_\_\_\_ \$ \_\_\_\_\_
7. Base Bid for Work Scope No. 9.24B Title Painting  
Bid Amount: \_\_\_\_\_ \$ \_\_\_\_\_
8. Base Bid for Work Scope No. 10.21B Title Specialties (Material Only)  
Bid Amount: \_\_\_\_\_ \$ \_\_\_\_\_
9. Base Bid for Work Scope No. 10.22B Title Signage  
Bid Amount: \_\_\_\_\_ \$ \_\_\_\_\_
10. Base Bid for Work Scope No. 12.20B Title Window Treatments  
Bid Amount: \_\_\_\_\_ \$ \_\_\_\_\_
11. Base Bid for Work Scope No. 12.21B Title Public Area Furniture  
Bid Amount: \_\_\_\_\_ \$ \_\_\_\_\_
12. Base Bid for Work Scope No. 12.22B Title Gate Seating  
Bid Amount: \_\_\_\_\_ \$ \_\_\_\_\_  
Name of Vendor: \_\_\_\_\_
13. Base Bid for Work Scope No. 13.21B Title Computer Controlled Access  
Bid Amount: \_\_\_\_\_ \$ \_\_\_\_\_
14. Base Bid for Work Scope No. 13.22B Title Flight Displays  
Bid Amount: \_\_\_\_\_ \$ \_\_\_\_\_

15. Base Bid for Work Scope No. 13.23B Title Breach ControlBid Amount: (N/A – See Alternates) \$See 7A/7B/7C16. Base Bid for Work Scope No. 14.20B Title Elevators & Escalators

Bid Amount: \_\_\_\_\_ \$ \_\_\_\_\_

17. Base Bid for Work Scope No. 15.21B Title Plumbing Fixtures

Bid Amount: \_\_\_\_\_ \$ \_\_\_\_\_

18. Base Bid for Work Scope No. 16.21B Title Electrical Generator

Bid Amount: \_\_\_\_\_ \$ \_\_\_\_\_

19. Base Bid for Work Scope No. 16.22B Title Public Announcement System

Bid Amount: \_\_\_\_\_ \$ \_\_\_\_\_

20. Base Bid for Work Scope No. 16.23B Title Network Systems

Bid Amount: \_\_\_\_\_ \$ \_\_\_\_\_

**Combined Base Bid:**

Work Scope Numbers and Titles on which Combined Bid is based:

Work Scope No. \_\_\_\_\_ Title: \_\_\_\_\_

Work Scope No. \_\_\_\_\_ Title: \_\_\_\_\_

Work Scope No. \_\_\_\_\_ Title: \_\_\_\_\_

Work Scope No. \_\_\_\_\_ Title: \_\_\_\_\_

Work Scope No. \_\_\_\_\_ Title: \_\_\_\_\_

Combined Bid Amount: \_\_\_\_\_ \$ \_\_\_\_\_

**Unit Prices:**

Refer to Section 01014 individual Work Scopes for complete description of Unit Prices.

ADD

DEDUCT

Unit Price No. 1 to Work Scope 6.21B \$ \_\_\_\_\_ / \_\_\_\_\_ \$ \_\_\_\_\_ / \_\_\_\_\_Unit Price No. 2 to Work Scope 7.21B \$ \_\_\_\_\_ / \_\_\_\_\_ \$ \_\_\_\_\_ / \_\_\_\_\_

**00305 - BID FORM**

			ADD	DEDUCT
Unit Price No. <u>  3  </u>	to Work Scope <u>8.21B</u>	\$ <u>          </u> / <u>          </u>	\$ <u>          </u> / <u>          </u>	
Unit Price No. <u>  4  </u>	to Work Scope <u>9.21B</u>	\$ <u>          </u> / <u>          </u>	\$ <u>          </u> / <u>          </u>	
Unit Price No. <u>  5  </u>	to Work Scope <u>9.22B</u>	\$ <u>          </u> / <u>          </u>	\$ <u>          </u> / <u>          </u>	
Unit Price No. <u>  6  </u>	to Work Scope <u>9.22B</u>	\$ <u>          </u> / <u>          </u>	\$ <u>          </u> / <u>          </u>	
Unit Price No. <u>  7  </u>	to Work Scope <u>9.23B</u>	\$ <u>          </u> / <u>          </u>	\$ <u>          </u> / <u>          </u>	
Unit Price No. <u>  8  </u>	to Work Scope <u>9.23B</u>	\$ <u>          </u> / <u>          </u>	\$ <u>          </u> / <u>          </u>	
Unit Price No. <u>  9  </u>	to Work Scope <u>9.24B</u>	\$ <u>          </u> / <u>          </u>	\$ <u>          </u> / <u>          </u>	
Unit Price No. <u> 10  </u>	to Work Scope <u>10.22B</u>	\$ <u>          </u> / <u>          </u>	\$ <u>          </u> / <u>          </u>	
Unit Price No. <u> 11  </u>	to Work Scope <u>12.20B</u>	\$ <u>          </u> / <u>          </u>	\$ <u>          </u> / <u>          </u>	
Unit Price No. <u> 12  </u>	to Work Scope <u>13.21B</u>	\$ <u>          </u> / <u>          </u>	\$ <u>          </u> / <u>          </u>	
Unit Price No. <u> 13  </u>	to Work Scope <u>14.20B</u>	\$ <u>          </u> / <u>          </u>	\$ <u>          </u> / <u>          </u>	
Unit Price No. <u> 14  </u>	to Work Scope <u>16.23B</u>	\$ <u>          </u> / <u>          </u>	\$ <u>          </u> / <u>          </u>	
Unit Price No. <u>      </u>	to Work Scope <u>      </u>	\$ <u>          </u> / <u>          </u>	\$ <u>          </u> / <u>          </u>	
Unit Price No. <u>      </u>	to Work Scope <u>      </u>	\$ <u>          </u> / <u>          </u>	\$ <u>          </u> / <u>          </u>	
Unit Price No. <u>      </u>	to Work Scope <u>      </u>	\$ <u>          </u> / <u>          </u>	\$ <u>          </u> / <u>          </u>	

**Alternates:**

Refer to Section 01230 for complete description of Alternates.

				ADD	DEDUCT
Alternate No.	<u>1</u>	to Work Scope	<u>6.21B</u>	\$ <u>                  </u>	\$ <u>                  </u>
Alternate No.	<u>2A</u>	to Work Scope	<u>6.21B</u>	\$ <u>                  </u>	\$ <u>                  </u>
Alternate No.	<u>2B</u>	to Work Scope	<u>6.21B</u>	\$ <u>                  </u>	\$ <u>                  </u>
Alternate No.	<u>4A</u>	to Work Scope	<u>6.21B</u>	\$ <u>                  </u>	\$ <u>                  </u>
Alternate No.	<u>4B</u>	to Work Scope	<u>6.21B</u>	\$ <u>                  </u>	\$ <u>                  </u>

**00305 - BID FORM**

			ADD	DEDUCT
Alternate No.	<u>  1  </u>	to Work Scope <u>8.21B</u>	\$ <u>                    </u>	\$ <u>                    </u>
Alternate No.	<u> 6A </u>	to Work Scope <u>9.24B</u>	\$ <u>                    </u>	\$ <u>                    </u>
Alternate No.	<u> 6B </u>	to Work Scope <u>9.24B</u>	\$ <u>                    </u>	\$ <u>                    </u>
Alternate No.	<u>  3  </u>	to Work Scope <u>12.22B</u>	\$ <u>                    </u>	\$ <u>                    </u>
Alternate No.	<u>  5  </u>	to Work Scope <u>13.22B</u>	\$ <u>                    </u>	\$ <u>                    </u>
Alternate No.	<u> 7A </u>	to Work Scope <u>13.23B</u>	\$ <u>                    </u>	\$ <u>                    </u>
Alternate No.	<u> 7B </u>	to Work Scope <u>13.23B</u>	\$ <u>                    </u>	\$ <u>                    </u>
Alternate No.	<u> 7C </u>	to Work Scope <u>13.23B</u>	\$ <u>                    </u>	\$ <u>                    </u>
Alternate No.	<u>      </u>	to Work Scope <u>      </u>	\$ <u>                    </u>	\$ <u>                    </u>
Alternate No.	<u>      </u>	to Work Scope <u>      </u>	\$ <u>                    </u>	\$ <u>                    </u>
Alternate No.	<u>      </u>	to Work Scope <u>      </u>	\$ <u>                    </u>	\$ <u>                    </u>

**Addenda:** Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

<u>Addenda No.</u>	<u>Dated</u>	<u>Addenda No.</u>	<u>Dated</u>
<u>          </u>	<u>                    </u>	<u>          </u>	<u>                    </u>
<u>          </u>	<u>                    </u>	<u>          </u>	<u>                    </u>
<u>          </u>	<u>                    </u>	<u>          </u>	<u>                    </u>

**Bid Acceptance:** If written notice of the acceptance of this Bid is received by the undersigned within 90 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into and execute a Contract with the Owner in accordance with this Bid as accepted and in a form acceptable to Owner, and to furnish and deliver to the Construction Manager the Performance Bond, Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

**Execution of Proposal:** The entity(ies) signing this proposal is fully authorized to sign on behalf of the named firm and to fully bind the named firm to all of the conditions and provisions of the Contract. This proposal shall remain valid and not be withdrawn for 90 calendar days after bid due date.

Submitted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Name of Firm: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Bidder is: (check one)

☐ Individual

☐ Partnership

☐ Corporation

If Bidder is a corporation, give legal name of corporation, state where incorporated, and names of president and secretary. If a partnership, give names of all individual co-partners composing the firm. If an individual, give first and last name in full.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name (typed or printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**END OF DOCUMENT**

# City of Duluth Purchasing Division

## General Specifications

The word "City" used in these specifications shall mean the city of Duluth and/or its Authorities.

### 1. Instruction to Bidders:

- A. All bids must be completed in a non-erasable format on the form provided by city of Duluth, errors are to be crossed out and initialed.
- B. All bids must be enclosed in a sealed envelope.
- C. The enclosed blue and white sticker must be placed on the outside of envelope.
- D. The bid envelope shall be addressed to the city of Duluth, Purchasing Division, Room 100 City Hall, Duluth, Minnesota 55802.

### 2. Non-Collusion Clause:

Vendor, their agent/employee hereby agree to comply and fully perform in accordance with the law and state that they have not, directly or indirectly, entered into an agreement or understanding, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the proposal submitted with respect to the above-referenced invitation to bid. Vendor fully acknowledges that such an act of non-compliance may be deemed unlawful and would be considered a violation of the law and subject to prosecution.

### 3. Award of Contract - Rejection of Bids:

The Contract will be awarded to the responsible bidder submitting the lowest bid complying with the conditions of the Invitation for bids. The bidders, to whom the award is made, will be notified at the earliest possible date. The city of Duluth, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in its interest.

### 5. Obligation of Bidder:

At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the plans, specifications and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to their bid.

### 6. Liquidated Damages for Failure to Enter into Contract:

The successful bidder, upon their failure or refusal to accept a purchase order or execute and deliver the contract and bonds required within 10 days after receipt of a notice of the acceptance of their bid, shall forfeit to the city, as liquidated damages for such failure or refusal, the security deposited with their bid (if required).

### 7. Completion of Bid Request:

The city may consider as irregular any bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.

### 8. E.E.O. Regulations:

Contractor will be required to comply with all applicable Equal Employment Opportunity (E.E.O.) laws and regulations. Affirmative action must be taken to insure that the employees and applicants for employment are not discriminated against because of their race, color, creed, sex or national origin.

The city of Duluth is an equal opportunity employer.

### 9. Participation:

This document is intended to serve the city of Duluth, its Agents and Authorities. Each authority may issue their own purchase order and will be responsible for it. The City of Duluth Authorities are as follows:

- 1. Duluth Airport Authority
- 2. Spirit Mountain Recreational Area Authority
- 3. Duluth Entertainment and Convention Center
- 4. Duluth Transit Authority
- 5. Duluth Economic Development Authority
- 6. Duluth Housing and Redevelopment Authority

The city has a cooperative purchasing agreement with St. Louis county allowing the county to purchase from this bid when requested. St. Louis county will issue and be responsible for its own purchase orders.

### 10. Qualifications of Bidder

The city may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the city all such information and data for this purpose as the city may request. The city reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the city that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

### 11. Addenda and Interpretations

Responses to general questions and clarifications of bids may be made at the discretion of the city. However, no interpretation of the meaning of the specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing and delivered or sent by facsimile to the city purchasing agent or the buyer shown on the bid request, Duluth, Minnesota 55802, and to be given consideration must be received at least five days prior to the date fixed for the opening of bids.

### 12. Award of Contract - Rejection of Bids:

In determining the successful bidder, there will be considered in addition to price (per Ordinance 7050 ):

- A. The ability, capacity and skill of the bidder to perform the contract.

- B. The character, integrity, reputation, judgement, experience and efficiency of the bidder.
- C. The quality of performance of previous contract.

- D. The sufficiency of the financial resources, equipment available and ability of the bidder to perform the contract.

### 13. Quantities:

The city reserves the right to increase or decrease the quantities of items on this bid as required. Any exception to this provision must be noted by the vendor in its bid or proposal.

### 14. Wages and Salaries:

- A. Attention of bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the contract documents and the conditions of employment with respect to certain categories and classifications of employees for all "Public Works" type projects estimated to exceed \$2,000.

B. The rates of pay set forth under General Conditions are the minimums to be paid during the life of the contract. It is therefore the responsibility of bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensations, health and welfare contributions, labor supply, and prospective changes or adjustments of rates.

### 15. Validity of Bids: 90

All bids shall be valid for 60 days from the date of bid opening, unless an other period is noted in bid documents or if an extension is agreed upon, in writing prior to the end of the 60 day period. 90

### 16. Facsimile Bids:

Facsimile bids are acceptable if: bids are received at the designated facsimile number prior to the scheduled bid opening and an original copy of the bid, identical to the "faxed" bid, is received within 48 hours of the bid opening. Facsimile bid deposits are not acceptable. The city shall endeavor to keep bids confidential, but will accept no responsibility for the confidentiality of facsimile bids. All bids or proposals returned by facsimile are understood to incorporate these general specifications.

### 17. Insurance:

All vendors doing work on city property, except vendors making routine deliveries, shall submit an insurance certificate indicating insurance coverage as per current city requirements.

### 18. Website:

ci.duluth.mn.us/city/service/purchasing/index.htm

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

Bond No. \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS**, that we \_\_\_\_\_  
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and \_\_\_\_\_  
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of \_\_\_\_\_  
as Surety, hereinafter called the Surety, are held and firmly bound unto \_\_\_\_\_  
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Obligee, in the sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_).

For the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has submitted a bid for Project No.: \_\_\_\_\_  
(Here insert full name, address, and description of project)

**NOW, THEREFORE**, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Witness)

{ \_\_\_\_\_ (Principal) (Seal)  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)

{ \_\_\_\_\_ (Surety) (Seal)  
\_\_\_\_\_  
(Title)

## AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

Affidavit of Non-Collusion:

I hereby swear (or affirm) under penalty of perjury:

- 1) That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
- 2) That the attached bid or bids have been arrived at by the bidder independently and have been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor or materials, supplied, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;
- 3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids; and
- 4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Subscribed and sworn to me before this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

My commission expires: \_\_\_\_\_

Bidder's E.I. Number \_\_\_\_\_

(Number used on employer's quarterly Federal Tax return)

**EQUAL EMPLOYMENT OPPORTUNITY (EEO) AFFIRMATIVE  
ACTION POLICY STATEMENT & COMPLIANCE CERTIFICATE**

**TO:** City of Duluth, Minnesota PROJECT: \_\_\_\_\_

**FROM:** \_\_\_\_\_

---

(FIRM'S Name, Address, Telephone Number)

- A. Employment:** It is the policy of the above named FIRM to afford equal opportunity for employment to all individuals regardless of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, and/or disability. The FIRM will take affirmative action to ensure that we will, (1) recruit, hire and promote all job classifications without regard to race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, and/or disability, except where sex is a bona fide occupational qualification; (2) base decisions on employment so as to further the principle of equal employment opportunity; (3) ensure that promotion decisions are in accord with the principles of equal employment opportunity by imposing only valid requirements for promotional opportunities; (4) ensure that all personnel actions such as compensation, benefits, transfers, layoffs, return from layoff, FIRM sponsored training, education tuition assistance, social and recreational programs will be administered without regard to race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, and/or disability. The FIRM also intends full compliance with Veteran affirmative action requirements. Additionally, minority and female employees shall be encouraged to participate in all FIRM activities and refer applicants.

I have designated (name) \_\_\_\_\_ to direct the establishment of and to monitor the implementation of personnel procedures to guide the FIRM's affirmative action program. Where PROJECTS exceed \$500,000, this official shall also serve as the liaison officer that administers the FIRM's "Minority Business Enterprise Program". This official is charged with designing and implementing audit and reporting systems that will keep management informed on a monthly basis of the status of the equal opportunity area.

Supervisors have been made to understand that their work performance is being evaluated on the basis of their equal opportunity efforts and results, as well as other criteria. It shall be the responsibility of the FIRM and its supervisors to take actions to prevent harassment of employees placed through affirmative action efforts.

- B. Reports:** Unless exempted by law and regulation, the FIRM shall make available and file those reports related to equal opportunity as may be required by the City of Duluth and State and Federal compliance agencies. Requirements and Reports are defined in 41CFR60 "Compliance Responsibility for Equal Opportunity" published by the U.S. Department of Labor which is incorporated herein by reference. Additional requirements are defined in various State and Federal Civil Rights Legislation and Rules promulgated thereunder.
- C. Nonsegregated Facilities:** The FIRM certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The FIRM certifies that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The FIRM agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this Certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation for entertainment area, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise.
- D. Affirmative Action Compliance Program:** Unless exempted by regulation and law, the FIRM if the FIRM has 50 or more employees and if the value of current contracts with the City of Duluth exceeds \$50,000 shall prepare and maintain a written affirmative action compliance program that meets the requirements as set forth in 41CFR60.
- E. Non-compliance:** The FIRM certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of non-compliance with EEO Laws and Regulations.
- F. Employment Goals - "Construction" Projects:** It shall be the goal of the FIRM if the PROJECT is of a construction nature that in all on-site employment generated that no less than 3% of the on-site workforce will be minority employees and that no less than 7% of the on-site workforce will be female employees. Further, it is the goal of the FIRM if the PROJECT is of a construction nature that in all on-site employment generated that no less than 3% of the work hours generated shall be worked by minority employees and that no less than 7% of the work hours generated shall be worked by female employees.

- G. Subcontractors:** The FIRM will for all its PROJECT subcontractors regardless of tier (unless exempted by law and regulation) that received in excess of \$2,500 will require that; (1) the subcontractor shall execute an "EEO Statement and Certification" similar in nature to this "Statement and Certification" (2) said documentation to be maintained on file with the FIRM or subcontractor as may be appropriate.

Executed this \_\_\_\_\_ day \_\_\_\_\_ 19 \_\_\_\_ by:

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(Printed Name & Title)

(Signature)

**NOTE:** In addition to the various remedies prescribed for violation of Equal Opportunity Laws the penalty for false statements is prescribed in 18 U.S.C. 1001.

**Attachment 6**

**1. Forms 1 & 2 for Demonstration of Good Faith Efforts**

**Minnesota Department of Transportation  
Office of Civil Rights**

**GOOD FAITH EFFORTS AFFIDAVIT**

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ hereby acknowledge that I am the \_\_\_\_\_  
of \_\_\_\_\_, the company that has been  
identified as the apparent successful bidder of the following State Project:

S.P. \_\_\_\_\_

The undersigned, having been first duly sworn, says that the information given in the above certificate and DBE Good Faith Efforts documentation is true and correct to the best of his or her knowledge and belief.

Signed \_\_\_\_\_  
Bidder or authorized representative

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_, 20\_\_\_\_\_

MINNESOTA DEPARTMENT OF TRANSPORTATION  
OFFICE OF CIVIL RIGHTS

CERTIFICATE OF GOOD FAITH EFFORTS



S.P. \_\_\_\_\_  
 Prime Contractor \_\_\_\_\_ Low Bid \_\_\_\_\_ Goal \_\_\_\_\_ %  
 Total DBE Commitment \_\_\_\_\_ ( \_\_\_\_\_ %)

LIST YOUR SOLICITATION OF ALL SUBCONTRACTORS, SUPPLIERS, AND SERVICE PROVIDERS  
 (Include all DBE and non-DBE firms solicited)

Subcontractor/Supplier/Service provider	DBE?	Phone	Date, Method of Contact	Description of Work	Dollar Amount of Quote
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

(Make additional copies of this form as necessary)